

# 6081

2/29/08  
**FILE COPY**

**Articles of Organization  
of  
Office of Sam Patten, LLC**

Pursuant to Title 29, Chapter 10 of the District of Columbia Code (the D.C. Limited Liability Company Act of 1994), the organizer(s) named below adopt the following Articles of Organization:

**FIRST:** The name of this limited liability company shall be: Office of Sam Patten, LLC

**SECOND:** The effective date of these articles shall be: upon filing.

**THIRD:** The period of duration of this limited liability company shall be until: Perpetual.

**FOURTH:** The purpose(s) for which this limited liability company has been organized is (are): Consulting.

**FIFTH:** The address of this limited liability company's registered office in the District of Columbia is:

National Registered Agents, Inc  
1090 Vermont, N. W., Suite 910  
Washington, District of Columbia 20005

**SIXTH:** The name of the limited liability company's registered agent in the District is National Registered Agents, Inc. This agent's consent to act as registered agent for the company is evidenced in the attached executed "Written Consent To Act As Registered Agent."

**SEVENTH:** This limited liability company's principal place of business is:

327 C Street, SE, Apartment 1  
Washington, D.C. 20003

**EIGHTH:** The number of organizers of this company is 1. The name and address information of the organizer is:

**Name:**  
Meghan Record

**Address:**  
26520 Agoura Road  
Calabasas, California 91302

DATE: February 22 2008

**Office of Sam Patten, LLC**

BY: Meghan Record  
Meghan Record, Organizer

WSD/CES/REGISTRATION  
UNIT

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**WRITTEN CONSENT TO ACT AS REGISTERED AGENT**

TO:  
The Superintendent of Corporations  
Department of Consumer and Regulatory Affairs  
Business Regulation Administration, Corporations Division  
941 North Capital Street, N.E.  
Washington, D.C. 20002

**BY A LEGALLY AUTHORIZED CORPORATION**

THE LIMITED LIABILITY COMPANY HEREIN NAMED IS:

**Office of Sam Patten, LLC**

The corporation herein named is:

**National Registered Agents, Inc.**

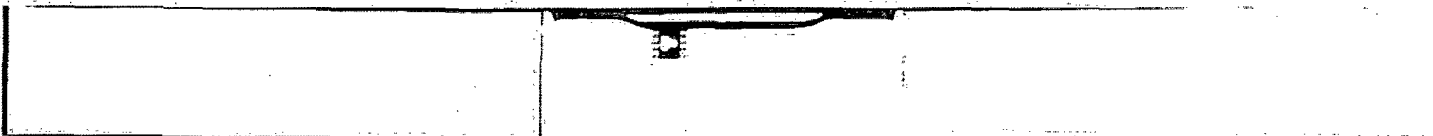
An Authorized Corporate Registered Agent in the District of Columbia, per Signatures of it's  
Vice-President and Assistant Secretary, Herein Consents to Act as Registered Agent For:

**Office of Sam Patten, LLC**

SIGNATURE:  OF VICE-PRESIDENT

ATTEST:  OF ASSISTANT SECRETARY

DATE: 2/22/08



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



**C E R T I F I C A T E**

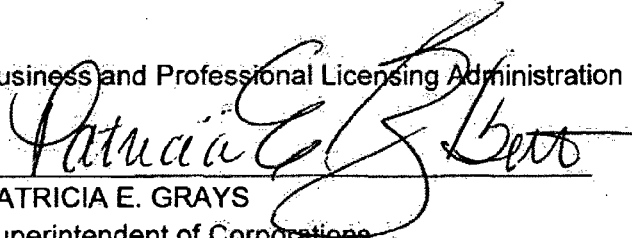
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Limited Liability Company Act have been complied with and accordingly, this **CERTIFICATE OF ORGANIZATION** is hereby issued to:

**OFFICE OF SAM PATTEN, LLC**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **27th** day of **February**, **2008**.

LINDA K. ARGO  
Director

Business and Professional Licensing Administration

  
PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Adrian M. Fenty  
Mayor



# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

## Office of Sam Patten, LLC

A MEMBER-MANAGED LIMITED LIABILITY COMPANY

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") for Office of Sam Patten, LLC ("LLC"), by and between the Members whose signatures appear at the end of this Agreement (collectively, the "Members", with each being referred to, individually, as a "Member") is effective as of the last date of signing shown at the end of the Agreement.

### Article I Preliminary Provisions

**1.1 Formation:** This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar Organizational Document with the LLC filing office of the state of D.C. on 02/27/2008 ("Organizational Document"). A copy of this Organizational Document has been placed in the LLC's records book.

**1.2 Name:** The formal name of this LLC is Office of Sam Patten, LLC. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

**1.3 Registered Office and Agent:** The LLC shall continuously maintain a registered office and registered agent for service of process on the LLC in the state of D.C.. The registered office of this LLC and the registered agent at this address are as follows:

National Registered Agents, Inc  
1090 Vermont, N. W. Suite 910  
Washington, District of Columbia 20005  
in the county of

The registered office and agent may be changed from time to time as jointly determined by the Members. The Members can change this designation by filing a change of registered agent or office form with the LLC filing office of the state of D.C.. It will not be necessary to amend this provision this Agreement if and when such a change is made.

**1.4 Business Purposes:** The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this Agreement consist of:

Consulting

It is understood that the foregoing statement of purposes shall not limit the powers or abilities of this LLC, which shall be authorized to engage in any and all lawful business activities, in existence now or arising in the future.

**1.5 Term:** The duration of this LLC shall be Perpetual. This LLC shall also terminate if a proposal to dissolve the LLC is adopted by the Membership of this LLC or when this LLC is otherwise terminated in accordance with law.

**1.6 Principal Place of Business:** The LLC's Principal Place of Business shall be located at 327 C Street, SE Apartment 1 Washington, D.C. 20003, or at any other place that the Members determine.

### Article II Governance and Operations

**2.1 Management:** The LLC shall be controlled by its Members, its Members shall have the authority to manage and control the business and affairs of the LLC, to make all decisions affecting the business and affairs of the LLC, to do or cause to be done any and all acts, at the expense of the LLC, as it deems necessary or appropriate to accomplish the purposes and direct the affairs of the LLC, and to bind the LLC to external obligations. Such authority can be expanded, changed, restricted, or removed from any Member by unanimous consent of the Members.

**2.2 Compensation and Reimbursement:** The Members shall not be paid as Members of the LLC for performing any duties associated with such Membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise. Members shall be entitled to reimbursement on a monthly basis from the LLC for all reasonable out-of-pocket costs and expenses incurred on behalf of the LLC.

**2.3 Officers:** The Members, acting unanimously, may designate one or more officers, such as a Chief Executive Officer, President, Vice President, Secretary and Treasurer. The Members may delegate the rights and responsibilities that they see fit to such officers. Persons who fill these positions need not be Members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

**2.4 Records:** The LLC shall keep at its principal business address full and proper ledgers, books of account, records of all receipts and disbursements, records of financial activities, and records of the internal affairs of the company for at least the current and past four fiscal years. Any Member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by Members is allowed, but copying costs shall be paid for by the requesting Member.

**2.5 Membership Voting:** Except as otherwise required by the Organizational Document, other provisions of this Agreement, or under the laws of this state, each Member shall vote on any matter submitted to the Membership for approval in proportion to the Member's Percentage Interest in this LLC. Further, unless defined otherwise for a particular provision of this Agreement, the phrase "majority of Members" means the vote of Members whose combined votes equal more than 50% of the votes of all Members in this LLC.

**2.6 Members' Meetings:** At any time any Member may call a meeting of the Members. No meeting is required to be called or held. A Member can call a meeting by providing written notice stating the place, date, time, and purpose(s) of the meeting, not less than 10 or more than 45 days before the date of the meeting, to each Member. The holders of a majority of the Percentage Interest entitled to vote shall constitute a quorum. Any action that can be taken at a meeting may be adopted by unanimous consent in writing of all Members. Written minutes of the discussions and proposals presented at a Members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the Members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

**2.7 Membership Certificates:** This LLC shall be authorized to obtain and issue Membership Certificates representing or certifying Membership interests in this LLC ("Certificates"). Each Certificate shall show the name of the LLC, the name of the Member, and state that the person named is a Member of the LLC and is entitled to all the rights granted Members of the LLC under the Organizational Document, this Agreement, and the provisions of law. Each Certificate shall be consecutively numbered and signed by one or more officers of this LLC. The Certificates shall include any additional information considered appropriate for inclusion by the Members on the Certificates. All Certificates shall also bear a prominent legend on their face or reverse side stating, summarizing or referring to any designations, preferences, qualifications, limitations, or transfer restrictions that apply to Memberships in this LLC under the Organizational Document and/or this Agreement, and the address where a Member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom Certificates have been issued, show the date of issuance of each Certificate, and record the date of all cancellations or transfers of the Certificates.

**2.8 Other Business by Members:** Each Member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the Member's ability to provide maximum effort and performance in managing the business of this LLC.

### Article III Tax and Financial Provisions

**3.1 Tax Classification of LLC:** If the LLC has multiple Members, the Members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. If this LLC is a single-Member LLC, it will be initially classified as a disregarded entity. It is understood that all Members may unanimously agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

**3.2 Tax Year and Accounting Method:** The tax year of this LLC shall be the calendar (calendar year or fiscal year). The LLC shall use the cash (cash or accrual) method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all Members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

**3.3 Tax Matters Partner:** If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its Members a "Tax Matters Partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the Members on the progress and outcome of these dealings.

**3.4 Annual Income Tax Returns and Reports:** Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be provided to each Member of the LLC, together with any additional information and forms necessary for each Member to complete his or her individual state and federal income tax returns. Within 120 days after the end of each tax year of the LLC, the Members shall use their best efforts to provide a copy of the LLC's financial report to all Members, which shall include a balance sheet, an income statement, a statement of cash flows, and a statement of reconciliation of the Capital Accounts for the previous tax year of the LLC.

**3.5 Bank Accounts:** The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more Members of the LLC shall be designated, with the unanimous consent of all Members, to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC shall not be commingled with the personal funds of any Members of the LLC.

**3.6 Title to Assets:** All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual Members.

## Article IV Capital, Allocation, and Distribution Provisions

**4.1 Capital Contributions by Members:** Members shall make the following contributions of cash, property or services as shown next to each Member's name below (their "Initial Capital Contribution"). Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by December 31, 2008. The fair market values of items of property or services as agreed between the LLC and the contributing Member are also shown below. The Percentage Interest in the LLC that each Member shall receive in return for his or her Initial Capital Contribution is also indicated for each Member and shall be computed as a fraction, the numerator of which is the total of a Member's capital account and the denominator of which is the total of all capital accounts of all Members. ("Percentage Interest").

Member Name	Description of Member Contribution	Fair Market Value (\$)	Percentage Interest in LLC
William Samuel Patten, Jr.	Cash	1,000.00	100%

**4.2 Additional Contributions by Members:** The Members may be required to make additional capital contributions to the LLC if the Members unanimously determine that the LLC requires additional funding for operating or capital expenses. Each member shall then contribute the additional capital required in proportion to their Percentage Interest in the LLC.

**4.3 Failure to Make Contributions:** If a Member fails to make a required capital contribution within the time agreed for a Member's contribution, the remaining Members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying Member with penalty if deemed necessary. Alternatively, the remaining Members may, by unanimous vote, agree to cancel the Membership of the delinquent Member, provided any prior partial payments of capital made by the delinquent Member are refunded promptly by the LLC to the Member.

**4.4 No Interest on Capital Contributions:** No interest will be paid to the Members on capital contribution or capital account balances.

**4.5 Capital Accounts:** A capital account shall be established and maintained for each Member. It shall reflect each Member's capital contribution to the LLC, increased by each Member's share of profits in the LLC, decreased by each Member's share of losses and expenses of the LLC, and adjusted as required in accordance with the provisions of all relevant Internal Revenue Code Sections, including 752, and all relevant Income Tax Regulation Sections, including Sections 1.704-1(b) and 1.704-2.

**4.6 Withdrawals and Distributions:** Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and only if such withdrawal is made with the written consent of all Members.

**4.7 Member Loans:** Any Member may loan funds to the LLC if all Members unanimously consent to the loan. The loan will be evidenced by a note payable to the lending Member and will provide for a commercially reasonable rate of interest and security. No loans made by any Member to the LLC shall have any effect on such Member's Percentage Interest and shall be collectable in accordance with the terms and conditions upon which such loans were made.

**4.8 Additional Members:** Additional Members may only be admitted to the LLC with the prior written consent of all existing Members, which may be given or withheld in their sole discretion. All new Members added under this Section must sign and acknowledge all necessary instruments accepting the terms in this Agreement. Documentation outlining Capital Contributions of the new Members, the Percentage Interests of the new Members, and any adjustments to the Percentage Interests of existing Members must also be established each time a new Member is added under this Section.

**4.9 Allocations of Profits and Losses:** The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to Members according to each Member's Percentage Interest in this LLC. No Member shall be given priority or preference with respect to other Members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC.

**4.10 Allocation and Distribution of Cash to Members:** Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to Members in accordance with each Member's Percentage Interest in the LLC, as decided by all of the Members.

**4.11 Allocation of Noncash Distributions:** No Member shall have a right to receive property other than cash as provided in this Agreement. If proceeds consist of property other than cash, all of the Members may unanimously decide the value of the property and allocate such value among the Members in accordance with each Member's Percentage Interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the Members as otherwise provided in this agreement.

## Article V

### Membership Withdrawal, Removal, and Transfer Provisions

**5.1 Withdrawal and Removal of Members:** A Member may withdraw from the LLC by giving written notice to all other Members at least 30 (thirty) days before the date the withdrawal is to be effective. A Member can be removed by unanimous written consent of all other Members for good cause. Upon receipt of the notice of withdrawal or approval of removal, the remaining Members must either elect to repurchase the withdrawing or removed member's interest for an amount equal to the Member's capital account balance adjusted for any damages suffered by the LLC that resulted in the removal, or alternatively, approve the transfer of the withdrawing or removed Member's membership interest to a third party as outlined in Section 5.2.

**5.2 Restrictions on the Transfer of Membership:** A Member shall not transfer his or her Membership Interest in the LLC unless all Members in the LLC approve the transfer to and admission of the transferee into this LLC. No Member may encumber a part or all of his or her Membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other Members of the LLC. Any Member shall be allowed to assign an economic interest in his or her Membership to another person without the approval of the other Members. Such an assignment shall not include a transfer of the Member's voting or management rights in this LLC, and the assignee shall not become a Member of the LLC. Any Member transferring an economic interest must notify the LLC of such transfer within 15 days. Any transfer that is not in accordance with this Agreement or requiring the registration of the transferred interest pursuant to any applicable federal or state securities laws shall be null and void.

## Article VI Dissolution Provisions

**6.1 Events That Trigger Dissolution of the LLC:** The LLC may be dissolved, liquidated, and terminated only pursuant to this Section, and the parties irrevocably waive any and all other rights they may have to cause a dissolution of the LLC or a sale or partition of any or all of the LLC assets. The following events shall be the only way to cause the LLC to be dissolved, liquidated, and terminated:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a Member, except that within 30 (thirty) days of the happening of any of these events, all remaining Members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Organizational Document or this Agreement;
- (c) the written agreement of all Members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

**6.2 No Capital Contribution Upon Dissolution:** Each Member shall have no recourse against any other Member for any distributions with respect to the LLC, the Member's capital contributions, capital account, or share of net profits or net losses, and shall look solely to the assets of the LLC. Consequently, if any Member has a deficit balance in that Member's capital account, then such Member shall not have any obligation to reimburse the LLC or any other Member for that deficit.

**6.3 Winding Up and Liquidation:** Upon dissolution of the LLC, the Members shall serve as liquidating agents and shall proceed to sell or otherwise liquidate the assets of the LLC within a reasonable time. Once all or substantially all of the assets of the LLC have been liquidated, a distribution shall be made to the repayment of the credit obligations of the LLC. After the repayment of creditors, all items of income and loss shall be allocated to the Members' capital accounts and all appropriate credits and deductions shall then be made to those capital accounts. Upon reconciliation of the capital accounts, a final distribution shall be made to Members in proportion to the positive balances of the Members respective capital accounts. The LLC shall terminate when all of the property and assets have been distributed among the creditors and Members of the LLC.

## Article VII Liability, Exculpation, and Indemnification

**7.1 Liability:** No Member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it. No Member shall have any liability to any person in excess of the amount of capital contributions plus the Member's interest of any assets or undistributed profits in the LLC.

**7.2 Exculpation:** No Member shall be liable to the LLC or any other Member for any loss, damage, or claim incurred by reason of any act or omission performed or omitted in good faith on behalf of the LLC, except that such Member shall be liable for any such loss, damage, or claim incurred by reason of such Member's gross negligence or willful misconduct. A Member shall be fully protected in relying in good faith upon the records of the LLC and upon such information, opinions, reports, or statements presented to the LLC by any person as to matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care on behalf of the LLC.

**7.3 Indemnification:** To the fullest extent permitted by applicable law, a Member shall be entitled to indemnification from the LLC for any loss, damage, or claim incurred by such Member by reason of any act or omission performed or omitted in good faith on behalf of the LLC and in a manner reasonably believed to be within the scope of authority conferred on such Member by this Agreement, except that no Member shall be entitled to indemnification for any loss, damage, or claim incurred by such Member by reason of gross negligence or willful misconduct with respect to such acts or omissions. Indemnity shall only be provided out of and to the extent of LLC assets, and no Member shall have any personal liability with respect to such indemnity.

**7.4 Expenses:** To the fullest extent permitted by applicable law, the LLC shall advance expenses (including attorney's fees) incurred by a Member in defending any claim, demand, action, suit, or proceeding prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the LLC of an undertaking by or on behalf of



the Member. The Member shall repay such amount if it shall be determined that the Member is not entitled to be indemnified as authorized in Section 7.3.

## Article VIII General Provisions

**8.1 Mediation of Disputes:** The parties hereto agree, prior to the initiation of litigation, to participate in a minimum of 6 hours of non-binding mediation.

**8.2 Entire Agreement and Amendments:** This Agreement represents the entire agreement among the Members of this LLC, and it shall not be amended, modified or replaced, except by a written instrument executed by all the parties to this Agreement who are current Members of this LLC as well as any and all additional parties who became Members of this LLC after the adoption of this Agreement. This Agreement replaces and supersedes all prior written and oral agreements among any and all Members of this LLC.

**8.3 Severability:** If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

**8.4 Further Assurances:** Each of the parties hereto does hereby covenant and agree on behalf of itself, its successors, and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to effectively carry out the purposes of this Agreement.

**8.5 Binding Effect:** Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the Members and all other persons hereafter holding, having, or receiving an interest in the LLC, whether as Members or otherwise.

## Article IX Contrary State Law Supersedes this Agreement


This Agreement is intended for use by Limited Liability Companies in many states. It is the intention of the Members that to the extent this Agreement is contrary to the laws of the state in which Organizing Documents have been filed, that the laws of that state, to the extent they are contrary to the provisions set forth herein, shall be controlling, and remaining non-inconsistent provisions shall survive.

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**Article X**  
**Signatures of Members and Spouses**

**10.1 Execution of Agreement:** In witness whereof, the Members of this LLC sign and adopt this Agreement as the Operating Agreement of this LLC.

**10.2 Consent of Spouses:** The undersigned are spouses of Members of this LLC who have signed this Operating Agreement in the preceding provision. These spouses have read this Agreement and agree to be bound by its terms in any matter in which they have a financial interest, including restrictions on the transfer of Memberships and the terms under which Memberships in this LLC may be sold or otherwise transferred.

Member	Spouse (write "NONE" if No Spouse)
 William Samuel Patten, Jr. 2-22-08 Date	NONE 2-22-08 Date
   Date	   Date
   Date	   Date
   Date	   Date

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**CERTIFICATION OF AUTHORITY**  
**OF**  
**OFFICE OF SAM PATTEN, LLC**  
**A LIMITED LIABILITY COMPANY (LLC)**

This LLC is managed by its Members. The names and addresses of each of its current Members as of 02/27/2008 are listed below. Each of these persons has managerial authority of the LLC and is empowered to transact business on its behalf.


L.L.C. Member	Address
William Samuel Patten, Jr.	327 C Street, SE Apartment 1 Washington, D.C. 20003

Further, each of the following Members is specifically authorized to transact the following business on behalf of the LLC:

- describe the specific business transaction -


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ASD/CES/REGISTRATION UNIT

L.L.C. Member Signatures	
 William Samuel Patten, Jr. 2-22-08 Date	  Date
  Date	  Date

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